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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION

MERIDIAN TREATMENT SERVICES, *et al.*,

Plaintiffs,

v.

UNITED BEHAVIORAL HEALTH,

Defendant.

CASE NO. 4:19-cv-05721-JSW

**[PROPOSED] STIPULATED  
PROTECTIVE ORDER**

1       1. PURPOSES AND LIMITATIONS

2              Disclosure and discovery activity in this action are likely to involve production of  
 3 confidential, proprietary, or private information for which special protection from public  
 4 disclosure and from use for any purpose other than prosecuting this litigation may be warranted.  
 5 Accordingly, the parties hereby stipulate to and petition the Court to enter the following  
 6 Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket  
 7 protections on all disclosures or responses to discovery and that the protection it affords from  
 8 public disclosure and use extends only to the limited information or items that are entitled to  
 9 confidential treatment under the applicable legal principles. The parties further acknowledge, as  
 10 set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file  
 11 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be  
 12 followed and the standards that will be applied when a party seeks permission from the court to  
 13 file material under seal.

14              The parties acknowledge that information produced in this case, regardless of its  
 15 designation under this Order, may contain personal and health information subject to the  
 16 protections of a number of federal and state laws and regulations, including but not limited to the  
 17 Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), substance abuse  
 18 confidentiality regulations (42 C.F.R. Part 2), the applicable requirements of the Standards for  
 19 Privacy of Individually Identifiable Health Information and its implementing regulations issued  
 20 by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-164; HIPAA  
 21 Privacy Regulations), and California Civil Code §§ 56 *et seq.*, and 1798.82 *et seq.* (collectively  
 22 “Privacy Laws”), which protect the confidentiality of individually identifiable personal and  
 23 health information. The parties agree to take all measures necessary to comply with the  
 24 requirements of the Privacy Laws and any other applicable laws governing the privacy of  
 25 personal and health information. Such measures include, but are not limited to, the development,  
 26 implementation, maintenance, and use of appropriate administrative, technical, and physical  
 27 safeguards, in compliance with the Privacy Laws and applicable state and federal laws, to  
 28 preserve the integrity, confidentiality, and availability of Protected Material. The parties

1 expressly agree that the citations to the Privacy Laws in this paragraph are for convenience only  
 2 and that it remains the obligation of each party to the action to understand and comply with the  
 3 obligations imposed by the Privacy Laws and any other potentially applicable state and federal  
 4 law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of  
 5 disputes over confidentiality of discovery materials, to adequately protect information the parties  
 6 are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary  
 7 uses of such material in preparation for and in the conduct of trial, to address their handling at  
 8 the end of litigation, and serve the ends of justice, a protective order for such information is  
 9 justified in this matter. It is the intent of the parties that information will not be designated as  
 10 confidential for tactical reasons and that nothing be so designated without a good faith belief that  
 11 it has been maintained in a confidential, non-public manner, and there is good cause why it  
 12 should not be part of the public record in this case.

13 In entering this Order, the Court hereby authorizes the parties to produce, at an  
 14 appropriate time in accordance with the provisions of this Order, Disclosure or Discovery  
 15 Material concerning the coverage determinations and treatments at issue in the action. Consistent  
 16 with 42 C.F.R. Part 2 regulations, any disclosure of patient records regarding substance use  
 17 disorder treatment must be limited to the parts of the patient's record that are essential to fulfill  
 18 the objective of the disclosure; disclosure must be limited to those persons whose need for the  
 19 information is the basis for the disclosure; and the disclosure must include other measures as are  
 20 as necessary to limit disclosure for the protection of the patient, the physician-patient  
 21 relationship, and the treatment services. *See* 42 C.F.R. § 2.64(e). To the extent that any federal or  
 22 state laws require the parties to obtain a court order to produce this Disclosure or Discovery  
 23 Material, this Order hereby satisfies such requirement(s). In authorizing and ordering production  
 24 of this information, this Order is without prejudice to any party's right to request additional  
 25 information that may be considered.

26 2. DEFINITIONS

27 2.1 Challenging Party: a Party or Non-Party that challenges the designation of  
 28 information or items under this Order.

1       2.2     “CONFIDENTIAL” Information or Items: information (regardless of how it is  
2 generated, stored, or maintained) or tangible things that qualify for protection under Federal Rule  
3 of Civil Procedure 26(c).

4       2.3     “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” Information or Items:  
5 CONFIDENTIAL, non-public information that the producing Party reasonably believes in good  
6 faith is such extremely sensitive, confidential information that if disclosed to another Party or  
7 Non-Party would create a substantial adverse impact on the producing Party's business, financial  
8 condition, ability to compete, standing in the industry, or any other substantial risk of injury that  
9 could not be avoided by less restrictive means.

10      2.4     Counsel (without qualifier): Outside Counsel of Record and In-House Counsel (as  
11 well as their support staff).

12      2.5     Designating Party: a Party or Non-Party that designates information or items that  
13 it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or  
14 “CONFIDENTIAL-ATTORNEYS’ EYES ONLY.”

15      2.6     Disclosure or Discovery Material: all items or information, regardless of the  
16 medium or manner in which it is generated, stored, or maintained (including, among other  
17 things, testimony, transcripts, and tangible things), that are produced or generated in disclosures  
18 or responses to discovery in this matter.

19      2.7     Expert: a person with specialized knowledge or experience in a matter pertinent to  
20 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a  
21 consultant in this action.

22      2.8     In-House Counsel: attorneys who are employees of a Party to this action (or  
23 corporate parent or relevant affiliate) and who have responsibilities related to this action. In-  
24 House Counsel does not include Outside Counsel of Record or any other outside counsel.

25      2.9     Non-Party: any natural person, partnership, corporation, association, or other legal  
26 entity not named as a Party to this action.

27      2.10    Outside Counsel of Record: attorneys who are not employees of a Party to this  
28 action but are retained to represent or advise a Party to this action and have appeared in this

1 action on behalf of that Party or are affiliated with a law firm which has appeared on behalf of  
2 that Party.

3       2.11   Party: any party to this action, including all of its officers, directors, employees,  
4 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

5       2.12   Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
6 Material in this action.

7       2.13   Professional Vendors: persons or entities that provide litigation support services  
8 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and  
9 organizing, storing, or retrieving data in any form or medium) and their employees and  
10 subcontractors.

11       2.14   Protected Material: any Disclosure or Discovery Material that is designated as  
12 “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY.”

13       2.15   Receiving Party: a Party that receives Disclosure or Discovery Material from a  
14 Producing Party.

15       3.      SCOPE

16       The protections conferred by this Stipulation and Order cover not only Protected Material  
17 (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all  
18 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,  
19 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.  
20 However, the protections conferred by this Stipulation and Order do not cover the following  
21 information: (a) any information that is in the public domain at the time of disclosure to a  
22 Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a  
23 result of publication not involving a violation of this Order, including becoming part of the public  
24 record through trial or otherwise; and (b) any information known to the Receiving Party prior to  
25 the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained  
26 the information lawfully and under no obligation of confidentiality to the Designating Party. Any  
27 use of Protected Material at trial shall be governed by a separate agreement or order.

28       4.      DURATION

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

**5. DESIGNATING PROTECTED MATERIAL**

5.1 Exercise of Restraint and Care in Designating Material for Protection Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify – so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order. However, where it is administratively unfeasible or unduly burdensome to designate only portions of material, documents, items, or communications that contain confidential information, the Parties may agree in particular circumstances to modify this procedure to allow wholesale designation to facilitate production, with an agreement to allow for later limited designation as may be appropriate or necessary depending on the overall relevance/importance of the information produced.

Mass, indiscriminate, or routinized designations are otherwise prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber or retard the case development process or to impose unnecessary expenses and burdens on other parties) expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the mistaken designation.

1       5.2     Manner and Timing of Designations. Except as otherwise provided in this Order  
 2 (see, *e.g.*, second paragraph of Section 5.2(a) below), or as otherwise stipulated or ordered,  
 3 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so  
 4 designated before the material is disclosed or produced.

5              Designation in conformity with this Order requires:

6              (a) for information in documentary form (*e.g.*, paper or electronic documents, but  
 7 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing  
 8 Party affix the legend “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES  
 9 ONLY” to each page that contains Protected Material. If only a portion or portions of the  
 10 material on a page qualifies for protection, the Producing Party also must clearly identify the  
 11 protected portion(s) (*e.g.*, by making appropriate markings in the margins).

12             A Party or Non-Party that makes original documents or materials available for inspection  
 13 need not designate them for protection until after the inspecting Party has indicated which  
 14 material it would like copied and produced. During the inspection and before the designation, all  
 15 of the material made available for inspection shall be deemed “CONFIDENTIAL -  
 16 ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the documents it wants  
 17 copied and produced, the Producing Party must determine which documents, or portions thereof,  
 18 qualify for protection under this Order. Then, before producing the specified documents, the  
 19 Producing Party must affix the “CONFIDENTIAL” or “CONFIDENTIAL - ATTORNEYS’  
 20 EYES ONLY” legend to each page that contains Protected Material. If only a portion or portions  
 21 of the material on a page qualifies for protection, the Producing Party also must clearly identify  
 22 the protected portion(s) (*e.g.*, by making appropriate markings in the margins).

23             (b) for testimony given in deposition, that the Designating Party identify, within fourteen  
 24 days after receipt of the final transcript, any portion of such deposition involving protected  
 25 testimony. Deposition testimony will be deemed provisionally protected for a period of fourteen  
 26 14 days after the final transcript is released to the parties by the court reporter, although the  
 27 parties may agree at any time to different timelines of provisional protection of information as  
 28 CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS’ EYES ONLY. Until designated

1 otherwise thereafter, any confidentiality is waived after the expiration of the fourteen (14) days  
 2 unless otherwise stipulated or ordered. The Parties may modify this procedure for any particular  
 3 deposition or proceeding through agreement on the record at such deposition or proceeding or  
 4 otherwise by written stipulation, without further order of the Court.

5           (c) for testimony given in pretrial or other proceedings, that the Designating Party  
 6 identify, by the close of the hearing, any portion of such hearing or other proceeding involving  
 7 protected testimony.

8           (d) for information produced in some form other than documentary and for any other  
 9 tangible items, that the Producing Party affix in a prominent place on the exterior of the  
 10 container or containers in which the information or item is stored the legend "CONFIDENTIAL"  
 11 or "CONFIDENTIAL - ATTORNEYS' EYES ONLY." If only a portion or portions of the  
 12 information or item warrant protection, the Producing Party, to the extent practicable, shall  
 13 identify the protected portion(s).

14       5.3     Inadvertent Failure to Designate. If timely corrected, an inadvertent failure to  
 15 designate qualified information or items does not, standing alone, waive the Designating Party's  
 16 right to secure protection under this Order for such material. Upon timely correction of a  
 17 designation, the Receiving Party must make reasonable efforts to assure that the material is  
 18 treated in accordance with the provisions of this Order.

19       6.       CHALLENGING CONFIDENTIALITY DESIGNATIONS

20       6.1     Timing of Challenges. Any Party or Non-Party may challenge a designation of  
 21 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality  
 22 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic  
 23 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to  
 24 challenge a confidentiality designation by electing not to mount a challenge promptly after the  
 25 original designation is disclosed.

26       6.2     Meet and Confer. The Challenging Party shall initiate the dispute resolution  
 27 process by providing written notice of each designation it is challenging and describing the basis  
 28 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written

1 notice must recite that the challenge to confidentiality is being made in accordance with this  
 2 specific paragraph of the Protective Order. The parties shall attempt to resolve each challenge in  
 3 good faith and must begin the process by conferring directly (in voice to voice dialogue; other  
 4 forms of communication are not sufficient) within 14 days of the date of service of notice. In  
 5 conferring, the Challenging Party must specify the designated material subject to the challenge  
 6 and explain the basis for its belief that the confidentiality designation was not proper and must  
 7 give the Designating Party an opportunity to review the designated material, to reconsider the  
 8 circumstances, and, if no change in designation is offered, to explain the basis for the chosen  
 9 designation. A Challenging Party may proceed to the next stage of the challenge process only if  
 10 it has engaged in this meet and confer process first or establishes that the Designating Party is  
 11 unwilling to participate in the meet and confer process in a timely manner. The requirements of  
 12 this section shall not supersede or take precedence over any Court order or directive that may  
 13 direct a different process or procedure.

14       6.3     Judicial Intervention. If the Parties cannot resolve a challenge without court  
 intervention, the Designating Party shall file and serve a motion to retain confidentiality under  
 Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 14 days of  
 the Challenging Party communicating in writing that the Parties are at an impasse or within 14  
 days of the Parties agreeing that the meet and confer process will not resolve their dispute,  
 whichever is earlier. Each such motion must be accompanied by a competent declaration affirming  
 that the movant has complied with the meet and confer requirements imposed in the preceding  
 paragraph. Failure by the Designating Party to make such a motion including the required  
 declaration shall automatically waive the confidentiality designation for each challenged  
 designation. In addition, the Challenging Party may file a motion challenging a confidentiality  
 designation at any time if there is good cause for doing so, including a challenge to the designation  
 of a deposition transcript or any portions thereof. Any motion brought pursuant to this provision  
 must be accompanied by a competent declaration affirming that the movant has complied with the  
 meet and confer requirements imposed by the preceding paragraph

1       The burden of persuasion in any such challenge proceeding shall be on the Designating  
 2 Party. Frivolous challenges, and those made for an improper purpose (*e.g.*, to harass or impose  
 3 unnecessary expenses and burdens on other parties) may expose the Challenging Party to  
 4 sanctions. Unless the Designating Party has waived the confidentiality designation by failing to file  
 5 a motion to retain confidentiality as described above, all parties shall continue to afford the  
 6 material in question the level of protection to which it is entitled under the Producing Party's  
 7 designation until the court rules on the challenge. The requirements of this section shall not  
 8 supersede or take precedence over any Court order or directive that may direct a different process  
 9 or procedure.

10      7. ACCESS TO AND USE OF PROTECTED MATERIAL

11      7.1     Basic Principles. A Receiving Party may use Protected Material that is disclosed  
 12 or produced by another Party or by a Non-Party in connection with this case only for  
 13 prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be  
 14 disclosed only to the categories of persons and under the conditions described in this Order.  
 15 When the litigation has been terminated, a Receiving Party must comply with the provisions of  
 16 section 13 below (FINAL DISPOSITION).

17       Protected Material must be stored and maintained by a Receiving Party at a location and  
 18 in a secure manner that ensures that access is limited to the persons authorized under this Order.

19      7.2     Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise  
 20 ordered by the court or permitted in writing by the Designating Party, a Receiving Party may  
 21 disclose any information or item designated "CONFIDENTIAL" only to:

22       (a) the Receiving Party's Outside Counsel of Record in this action, as well as employees  
 23 of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information  
 24 for this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" that  
 25 is attached hereto as Exhibit A;

26       (b) the officers, directors, and employees (including In-House Counsel) of the Receiving  
 27 Party to whom disclosure is reasonably necessary for this litigation and who have signed the  
 28 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A;

1                             (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is  
 2 reasonably necessary for this litigation and who have signed the “Acknowledgment and  
 3 Agreement to Be Bound” (Exhibit A);

4                             (d) the court and its personnel;

5                             (e) court reporters and their staff, professional jury or trial consultants, mock jurors, and  
 6 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who  
 7 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

8                             (f) during their depositions, witnesses in the action to whom disclosure is reasonably  
 9 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
 10 A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of  
 11 transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be  
 12 separately bound by the court reporter and may not be disclosed to anyone except as permitted  
 13 under this Stipulated Protective Order.

14                             (g) the author or recipient of a document containing the information or a custodian or  
 15 other person who otherwise possessed or knew the information.

16                         7.3     Disclosure of “CONFIDENTIAL - ATTORNEYS’ EYES ONLY” Information or  
 17 Items. CONFIDENTIAL - ATTORNEYS’ EYES ONLY information shall be subject to the  
 18 same restrictions as CONFIDENTIAL information, except that CONFIDENTIAL -  
 19 ATTORNEYS’ EYES ONLY information may be disclosed only to those persons identified in  
 20 subparagraphs (a) and (c)-(g) of Section 7.2 of this Order

21                         8.     PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER  
 22 LITIGATION

23                         If a Party is served with a subpoena or a court order issued in other litigation that compels  
 24 disclosure of any information or items designated in this action as “CONFIDENTIAL” or  
 25 “CONFIDENTIAL - ATTORNEYS’ EYES ONLY,” that Party must:

26                         (a) promptly notify in writing the Designating Party. Such notification shall include a  
 27 copy of the subpoena or court order;

1                             (b) promptly notify in writing the party who caused the subpoena or order to issue in the  
 2 other litigation that some or all of the material covered by the subpoena or order is subject to this  
 3 Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

4                             (c) cooperate with respect to all reasonable procedures sought to be pursued by the  
 5 Designating Party whose Protected Material may be affected.

6                             If the Designating Party timely seeks a protective order, the Party served with the  
 7 subpoena or court order shall not produce any information designated in this action as  
 8 “CONFIDENTIAL” or “CONFIDENTIAL - ATTORNEYS’ EYES ONLY” before a  
 9 determination by the court from which the subpoena or order issued, unless the Party has  
 10 obtained the Designating Party’s permission. The Designating Party shall bear the burden and  
 11 expense of seeking protection in that court of its confidential material – and nothing in these  
 12 provisions should be construed as authorizing or encouraging a Receiving Party in this action to  
 13 disobey a lawful directive from another court.

14                         9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS  
 15                         LITIGATION

16                         (a) The terms of this Order are applicable to information produced by a Non-Party in this  
 17 action and designated as “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES  
 18 ONLY.” Such information produced by Non-Parties in connection with this litigation is  
 19 protected by the remedies and relief provided by this Order. Nothing in these provisions should  
 20 be construed as prohibiting a Non-Party from seeking additional protections.

21                         (b) In the event that a Party is required, by a valid discovery request, to produce a Non-  
 22 Party’s confidential information in its possession, and the Party is subject to an agreement with  
 23 the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

24                             (1) promptly notify in writing the Requesting Party and the Non-Party that some or all of  
 25 the information requested is subject to a confidentiality agreement with a Non-Party;

26                             (2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this  
 27 litigation, the relevant discovery request(s), and a reasonably specific description of the  
 28 information requested; and

(3) make the information requested available for inspection by the Non-Party.

(c) If the Non-Party fails to object or seek a protective order from this court within fourteen (14) days of receiving the notice and accompanying information, the Receiving Party shall produce the Non-Party's confidential information responsive a valid discovery request that is not otherwise objectionable. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court or agreement with the Non-Party. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

## 0. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

1       12.     MISCELLANEOUS

2       12.1    Right to Further Relief. Nothing in this Order abridges the right of any person to  
 3 seek its modification by the court in the future.

4       12.2    Right to Assert Other Objections. By stipulating to the entry of this Protective Order  
 5 no Party waives any right it otherwise would have to object to disclosing or producing any  
 6 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no  
 7 Party waives any right to object on any ground to use in evidence of any of the material covered by  
 8 this Protective Order.

9       12.3    Filing Protected Material. Without written permission from the Designating Party  
 10 or a court order secured after appropriate notice to all interested persons, a Party may not file in  
 11 the public record in this action any Protected Material. A Party that seeks to file under seal any  
 12 Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be  
 13 filed under seal pursuant to a court order authorizing the sealing of the specific Protected  
 14 Material at issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a  
 15 request establishing that the Protected Material at issue is privileged, protectable as a trade  
 16 secret, or otherwise entitled to protection under the law. If a Receiving Party's request to file  
 17 Protected Material under seal pursuant to Civil Local Rule 79-5(f) is denied by the court, then  
 18 the Receiving Party may file the information in the public record pursuant to Civil Local Rule  
 19 79-5 unless otherwise instructed by the court.

20      13.     FINAL DISPOSITION

21      Within 60 days after the final disposition of this action, as defined in paragraph 4, each  
 22 Receiving Party must return all Protected Material to the Producing Party or destroy such  
 23 material. As used in this subdivision, "all Protected Material" includes all copies, abstracts,  
 24 compilations, summaries, and any other format reproducing or capturing any of the Protected  
 25 Material. Whether the Protected Material is returned or destroyed, the Receiving Party must  
 26 submit a written certification to the Producing Party (and, if not the same person or entity, to the  
 27 Designating Party) by the sixty (60) day deadline that (1) identifies (by category, where  
 28 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the

1 Receiving Party has not retained any copies, abstracts, compilations, summaries or any other  
2 format reproducing or capturing any of the Protected Material. Notwithstanding this provision,  
3 Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition,  
4 and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
5 reports and exhibits thereto, attorney work product, and consultant and expert work product,  
6 even if such materials contain Protected Material. Any such archival copies that contain or  
7 constitute Protected Material remain subject to this Protective Order as set forth in Section 4  
8 (DURATION).

9 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

10 Dated: October 24, 2022

**ARNALL GOLDEN GREGORY LLP**

11 By: /s/ Aaron R. Modiano  
12 Matthew M. Lavin  
13 Aaron Richard Modiano

14 **DL LAW GROUP**  
15 David M. Lilienstein  
16 Katie J. Spielman

17 Attorneys for Plaintiffs  
18 MERIDIAN TREATMENT SERVICES, INC., *et al.*

19 Dated: October 24, 2022

**GIBSON, DUNN & CRUTCHER, LLP**

20 By: /s/ Geoffrey Sigler  
21 Geoffrey Sigler  
22 Heather L. Richardson  
23 Nicole R. Matthews

24 Attorneys for Defendant  
25 UNITED BEHAVIORAL HEALTH

26 PURSUANT TO STIPULATION, IT IS SO ORDERED.

27 DATED: October 25, 2022

  
28 Hon. Jeffrey S. White

## EXHIBIT A

## ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_

[print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Northern District of California on \_\_\_\_\_ [date] in the case of *Meridian Treatment Services, et. al. v. United Behavioral Health et al*, No. 4:19-cv-05721-JSW. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Northern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and telephone number]  
as my California agent for service of process in connection with this action or any proceedings  
related to enforcement of this Stipulated Protective Order.

Date:

City and State where sworn and signed:

Printed name:

Signature:

**ATTESTATION PURSUANT TO CIVIL LOCAL RULE 5-1(h)(3)**

I, Aaron R. Modiano, attest that concurrence in the filing of this document has been obtained from the other signatories. I declare under penalty of perjury that the foregoing is true and correct.

Executed this 24<sup>th</sup> day of October, 2022, at Miami Dade County, Florida.

/s/ Aaron R. Modiano  
Aaron R. Modiano